



## **Non-profit Bylaws of The Weiser River Animal Shelter and Rescue, Inc.**

### **Preamble**

The following bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Idaho and the Articles of Incorporation of Idaho. In the event of a direct conflict between the herein contained provisions of these bylaws and the mandatory provisions of the Non-profit Corporations Act of Idaho, said Non-profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of the Bylaws, and the Articles of Incorporation of Weiser River Animal Shelter and Rescue, Inc. it shall then be these bylaws which shall be controlling.

### **Article 1- Name**

*(Section 1)*

The legal name of the non-profit corporation shall be The Weiser River Animal Shelter and Rescue, Inc., and shall herein be referred to as the Corporation.

### **Article 2 – Members**

*(Section 1)*

Any person may become a member of the Weiser River Animal Shelter and Rescue, Inc. by paying the amount due (as determined by the board of directors) to cover all months through December 31 of the year joining. After the initial year, annual dues will be due on or before January 1 of each year after the year s/he joined. Members may attend general meetings and vote for individuals running for director.

### **Article 3 – Purpose**

*(Section 1)*

The organization is organized for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding sections of any future federal tax code.

The purpose for which The Weiser River Animal Shelter and Rescue, Inc. is formed is set forth in the attached Articles of Incorporation.

The Weiser River Animal Shelter and Rescue, Inc. is established within the meaning of IRS Publication 557 Section 501(c) organization of the Internal Revenue Code of 1986, as amended or the corresponding section of any future federal tax code.

The Weiser River Animal Shelter and Rescue, Inc. shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the state of Idaho or as may be necessary or expedient for the administration of the affairs and attainment of the purposes of The Weiser River Animal Shelter and Rescue, Inc.. At no time and in no event shall The Weiser River Animal Shelter and Rescue, Inc. participate in any activities which have not been permitted to be carried out by a corporation exempt under Section 501)(c) of the Internal Revenue Code of 1986 (The Code), such as certain political and legislative activities.

## **Article 4 - Offices**

*(Section 1)*

The principal office of The Weiser River Animal Shelter and Rescue, Inc. shall be located at 729 *Jonathan Rd*, Weiser, Idaho 83672.

The Weiser River Animal Shelter and Rescue, Inc. may have such other offices as the Board of Directors may determine or deem necessary, or as the affairs of The Weiser River Animal Shelter and Rescue, Inc. may find a need for from time to time, provided that any permanent change of address for the principal office is properly reported as required by law.

## **Article 5 - Dedication of Assets**

*(Section 1)*

The properties and assets of The Weiser River Animal Shelter and Rescue, Inc. are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of The Weiser River Animal Shelter and Rescue, Inc. on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of The Weiser River Animal Shelter and Rescue, Inc. On liquidation or dissolution, all remaining properties and assets of The Weiser River Animal Shelter and Rescue, Inc. shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt statute pursuant to Section 501(c) of the Code. That organization shall be McPaws, 831 S. 3rd St., McCall, ID 83638.

*(Section 2)*

### **Board Compensation**

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to “Contracts Involving Board *Directors* and/or Officers” as stipulated under the Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving The Weiser River Animal Shelter and Rescue, Inc. in any other capacity and receiving compensation for services rendered.

*(Section 3)*

### **Board Elections**

Members in good standing, interested in running for vacant or renewing seats on the Board of Directors, must present their name as a candidate to the current sitting Board, 60 (sixty) days prior to the annual meeting. Candidates who are then approved by the Board, will be presented by ballot, to current WRAS&R members to be voted on for specific seats on the Board of Directors at the time of the Annual meeting.

WRAS&R members may vote absentee for Board of Directors only, provided they request an absentee ballot from the President or Vice President of the board and return that ballot either in person to the President or Vice President or by US Mail to WRAS&R, P.O. Box 61, Weiser Idaho 83672. Ballot must be received prior to the Annual meeting.

Schedule for Elections by seat number will be:

2023 – Seats - 1 – 4 – 7 - 10

2024 – Seats - 2 – 5 – 8 – 11

2025 – Seats - 3 – 6 – 9

Repeat

*(Section 3)*

### Term Of Board

Terms to the Board of Directors shall be for a period of three (3) years. No person shall serve more than 2 (two) consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, vote to appoint that Board director to one additional three-year term. After serving two consecutive terms on the Board, a director may be eligible for re-election as a Board director after two (2) years have passed since the conclusion of that Board director's prior term.

The elections to the Board of Directors will take place each year at the time of the Annual meeting. Terms of newly elected board members will begin on January 1 of the following year.

*(Section 4)*

### Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed three (3) consecutive meetings of the Board of Directors, or a total of five (5) meetings of the Board during any one calendar year.
- c) An increase in the authorized number of directors; or
- d) The failure of the directors, at any annual or other meeting of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of an affirmative vote of a majority of the directors then currently in office, may remove a director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5-Meetings that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the Chair of the Board, or the Secretary of The Weiser River Animal Shelter and Rescue, Inc., or the Board of directors, unless the notice specifies a later time for the

effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of Idaho is first notified, no director may resign when The Washington County Animal Shelter and Rescue, Inc. would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by the directors then in office, whether or not the number of directors then in office is less than a quorum, or by a vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A board member elected to fill a vacancy *of a predecessor* shall be elected for the unexpired term of his or her predecessor in office. *In an instance of there being a vacancy with no previous director, the Board may select a person for Board director to be a director until the next regularly scheduled election.*

(Section 5)

#### Resignation

Each Board *director* shall have the right to resign at any time upon written notice thereof to the Chair of the Board, or Secretary of the Board. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

(Section 6)

#### Removal

A Board *director* may be removed, with or without cause, at any duly constituted meeting of the Board, by a unanimous affirmative vote of the then serving Board *directors*.

(Section 7)

#### Meetings

The Board's regular meeting may be held at such time and place as shall be determined by the Board. The *President* of the Board or any regular Board *directors* may call a special meeting with 10 days of written notice provided to each member of the Board. The notice shall be served upon each Board *director* via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

(Section 8)

#### Minutes

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine

from time to time. However, in the event that the Secretary is unavailable, the *President* of the board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to The Weiser River Animal Shelter and Rescue, Inc. to be placed in the minutes book. A copy of the minutes shall be delivered to each Board *director* via either regular mail, hand delivered, emailed, or faxed within five (5) business days after the close of each Board meeting.

(Section 9)

Quorum

At each meeting of the Board of Directors or Board Committees, the presence of a majority of directors shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the *President* of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board *directors* present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board *directors* shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board *directors* participating in the meeting.

(Section 10)

Voting

Each Board *director* shall only have one vote. There shall be no proxy voting.

(Section 11)

Board Director Attendance

An elected Board *member* who is absent from three (3) consecutive meetings or five (5) meetings in total during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to The Weiser River Animal Shelter and Rescue, Inc. The board may deem a Board *director* who has missed three (3) consecutive meetings or five (5) in total during a fiscal year without such a reevaluation with the *President*, to have resigned from the board.

**Article 7 – Officers**

(Section 1)

Officers and Duties

The Board shall elect officers of The Weiser River Animal Shelter and Rescue, Inc. In addition

to the duties in accordance with this article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign them at their discretion.

The officers shall be selected by the Board at its annual meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any office who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the *Chair* of the Board and/or Secretary of The Weiser River Animal Shelter and Rescue Inc. without bias or predisposition to all rights, if any, of The Weiser River Animal Shelter and Rescue, Inc. under any contract to which said officers is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or any other cause, shall be filled in accordance with the herein prescribed Bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

(Section 2)

#### *President of the Board (Chief Executive Officer)*

It shall be the responsibility of the *President* of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The *President* of the Board is authorized to execute, in the name of The Weiser River Animal Shelter and Rescue, Inc., any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by The Weiser River Animal Shelter and Rescue, Inc., except when required by law that the President's signature must be provided.

### **Article 8 – Committees**

(Section 1)

#### Committees of Directors

The Board of Directors may, from time to time, and by resolution adopted by a majority of the directors then in office provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in the Bylaws. Each such committee shall consist of at least two (2) people, and may also include people who are not on the Board but whom the directors believe to be reliable and competent to serve on the specific committee. The Board may designate one or more alternative members of any committee who may replace any absent member at any meeting of the committee. The appointments of members or alternate members

of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable law, would also require the affirmative vote of the *directors* of the Board if this were a membership vote;
- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board;
- c) Fix compensation of the directors serving on the Board or on any committee;
- d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws;
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amenable or repeal-able;
- f) Appoint any other committees of the Board of Directors or their members;
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of The Weiser River Animal Shelter and Rescue, Inc. otherwise than in the usual and regular course of its business; or revoke any such plan;
- h) Approve any self-dealing transaction, except as provided pursuant to law.

Unless otherwise authorized by the Board of Directors, no committee shall bind The Weiser River Animal Shelter and Rescue, Inc. in a contract or agreement or expend The Weiser River Animal Shelter and Rescue, Inc. funds.

*(Section 2)*

### Meetings and Actions of Committees

Meetings and actions of all Committees shall be governed by, and held and taken in accordance with, the provisions of "Article 7 - Committee" of these Bylaws, concerning meetings and actions of the directors with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members who shall have the right to attend all meetings of the committee. Minutes shall be kept for each meeting of any committee and shall be filed with The Weiser River Animal Shelter and Rescues records. The Board of directors may adopt rules not consistent with the provisions of these bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any combination of (a) directors, (b) directors or employees of The Weiser River Animal Shelter and Rescue, Inc., whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within the person's professional or expert competence.

## **Article 9 - Standard of Care**

*(Section 1)*

### **General**

A director shall perform all the duties of a director, including but not limited to, duties as a member of any committee of the Board on which the director may serve, in such manner as the director deems to be in the best interest of The Weiser River Animal Shelter and Rescue, Inc. and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of The Weiser River Animal Shelter and Rescue, Inc. whom the director deems to be reliable and competent in the matters presented;
- b) Counsel, independent accountant or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence, so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8-Stand of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which The Weiser River Animal Shelter and Rescue, Inc., or assets held by it, are dedicated.

*(Section 2)*

### **Loans**

The Weiser River Animal Shelter and Rescue, Inc. shall shall not make any loan of money or property to, or guarantee the obligation of a director or officer, unless approved by the Attorney General; provided, however, that The Weiser River Animal Shelter and Rescue, Inc. may advance money to a director or officer of The Weiser River Animal Shelter and Rescue, Inc. or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

*(Section 3)*



## Conflict of Interest

The purpose of the Conflict of Interest policy is to protect The Weiser River Animal Shelter and Rescues interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict or interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

*(Section 4)*

### Restriction on Interested Directors

Not more than 15% of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by The Weiser River Animal Shelter and Rescue, Inc. for services rendered to it within the previous twelve (12) months, whether as a full time or part time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforce-ability of any transaction entered into by the interested person.

*(Section 5)*

### Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

*(Section 6)*

### Establishing a Conflict of Interest

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining board members shall decide if conflict of interest exists.

*(Section 7)*

### Addressing a Conflict of Interest

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material, presented and then votes

on the transaction or arrangement proposed involving the possible conflict of interest.

- b) The *President* of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether The Weiser River Animal Shelter and Rescue, Inc. can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of The Weiser River Animal Shelter and Rescue, Inc, for its own benefit and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

*(Section 8)*

#### Violations of Conflict of Interest

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

*(Section 9)*

#### Procedure and Records

All minutes of the Board meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any

alternatives to the proposed transaction or arrangement, and a record of any vote in connection with the proceedings.

*(Section 10)*

#### Acknowledgement of Conflict of Interest policy

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that The Weiser River Animal Shelter and Rescue, Inc. is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

*(Section 11)*

#### Violation of Loyalty - Self-dealing Contracts

A self-dealing contract is any contract or transaction (i) between The Weiser River Animal Shelter and Rescue, Inc. and one or more of its Directors, or between The Weiser River Animal Shelter and Rescue, Inc. and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (ii) between The Weiser River Animal Shelter and Rescue, Inc. and a corporation, firm, or association of which one or more of its directors as Directors of The Weiser River Animal Shelter and Rescue, Inc.. Said self-dealing shall not be void or voidable because such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said Interested Director(s));
- b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith--without counting the vote of the Interested Director(s)--and the contract is just and reasonable as to The Weiser River Animal Shelter and Rescue, Inc. at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to The Weiser River Animal Shelter and Rescue, Inc. at the time it was authorized, approved, or ratified.
- d) Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, ratifies a contract or transaction as provided for and contained in this section.

**Indemnification**

To the fullest extent permitted by law, The Weiser River Animal Shelter and Rescue, Inc. shall indemnify its “agents”, as described by law, including its directors, officers, employees, volunteers, and including persons formerly occupying any position, and their heirs, executors, and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding”, and including any action by or in the right of The Weiser River Animal Shelter and Rescue, Inc., by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

The Weiser River Animal Shelter and Rescue, Inc. shall have the power to purchase and maintain insurance on behalf of any agent or the Board of Directors of The Weiser River Animal Shelter and Rescue, Inc., to the fullest extent permitted by law, against any liability asserted against or incurred by the agent or the Board of Directors in such capacity or arising out of the agent’s or the Board of Directors’ status as such, or to give other indemnification to the extent permitted by law.

**Article 10 - Execution of Corporate Instruments**

(Section 1)

**Execution of Corporate Instruments**

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except, when otherwise provided by law, and such execution or signature shall be binding upon The Weiser River Animal Shelter and Rescue, Inc.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of The Weiser River Animal Shelter and Rescue, Inc., promissory notes , deeds of trust, mortgages, other evidences of indebtedness of The Weiser River Animal Shelter and Rescue, Inc. other Weiser River Animal Shelter and Rescue, Inc. instruments or documents, memberships in other corporations or organizations, and certificates of shares of stock owned by The Weiser River Animal Shelter and Rescue, Inc. shall be executed, signed , and/or endorsed by The Weiser River Animal Shelter and Rescue, Inc.

All checks and drafts on banks or other depositories on funds to the credit of The Weiser River Animal Shelter and Rescue, Inc., or in special accounts of The Weiser River Animal Shelter and Rescue, Inc., shall be signed by such person or persons as the Board Of Directors shall authorize to do so.

(Section 2)

### Loans and Contracts

No loans or advances shall be contracted on behalf of The Weiser River Animal Shelter and Rescue, Inc. and no vote or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of The Weiser River Animal Shelter and Rescue, Inc. may enter any contract or execute and deliver any instrument in the name of and on behalf of The Weiser River Animal Shelter and Rescue, Inc.

## **Article 11 - Records and Reports**

(Section 1)

### Maintenance and Inspection of Articles and Bylaws

The Weiser River Animal Shelter and Rescue, Inc. shall keep at its principal office the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

(Section 2)

### Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Weiser River Animal Shelter and Rescue, Inc. shall keep at its principal office a copy of its tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

(Section 3)

### Maintenance and Inspection of Other Corporate Records

The Weiser River Animal Shelter and Rescue, Inc. shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designations, at the principal office of The Weiser River Animal Shelter and Rescue, Inc. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, printed form. Upon leaving office, each officer, employee, or agent of The Weiser River Animal Shelter and Rescue, Inc. shall turn over to his or her successor or the President, in good order, such Weiser River Animal Shelter and Rescue, Inc. monies, books, records, minutes, lists, documents, contracts or other property of The Weiser River Animal Shelter and Rescue, Inc. as have been in the custody of such officer, employee, or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records,

and documents of every kind and the physical properties of The Weiser River Animal Shelter and Rescue, Inc. and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

*(Section 4)*

#### Preparation of Annual Financial Statements

The Weiser River Animal Shelter and Rescue, Inc. shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards. The Weiser River Animal Shelter and Rescue, Inc. shall make these financial statements available to the Attorney General and members of the public for inspection no later than 30 days after the close of the fiscal year to which statements relate.

*(Section 5)*

#### Reports

The Board shall ensure an annual report is sent to all directors within 45 days after the end of the fiscal year of The Weiser River Animal Shelter and Rescue, Inc., which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c) The expenses or disbursements of The Weiser River Animal Shelter and Rescue, Inc. for both general and restricted purposes during the fiscal year.
- d) The information required by the non-Profit Corporation Act concerning self-dealing transactions involving more than \$50,000.00 or indemnifications involving more than \$10,000.00 which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized office of The Weiser River Animal Shelter and Rescue, Inc. that such statements were prepared without audit from the books and records of The Weiser River Animal Shelter and Rescue, Inc.

### **Article 12 - Fiscal Year**

*(Section 1)*

The fiscal year of the Weiser River Animal Shelter and Rescue shall end on December 31.

### **Article 13 - Amendments and Revisions**

*(Section 1)*

These bylaws may be adopted, amended, or repealed by the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these Bylaws. If any provision of these Bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed by the greater vote.

### **Article 14 - Corporate/Organization Seal**

*(Section 1)*

The Board of Directors may adopt, use, and alter a corporate seal. The seal shall be kept at the principal office of The Weiser River Animal Shelter and Rescue, Inc. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

### **Article 15 - Construction and Definitions**

*(Section 1)*

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation/organization as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) or inoperative effect shall be given to the intent manifested by the portion deemed invalid by the portion deemed inoperative.

#### **Certificate of Secretary**

I, \_\_\_\_\_, certify that I am the current elected and acting Secretary of The Weiser River Animal Shelter and Rescue, Inc., and the above Bylaws are the bylaws of The Weiser River Animal Shelter and Rescue, Inc. as adopted by the Board of Directors on (DATE), and that they have not been amended or modified since the date above.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, in the county of Washington in the state of Idaho.

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(Duly Elected Secretary)